

**MISSOURI DEPARTMENT OF SOCIAL SERVICES
FAMILY SUPPORT DIVISION
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT
2006/2007**

This Agreement, made by and between the Department of Social Services, Family Support Division (hereinafter referred to as the “Division”) and stated Energy Supplier stated below, (“hereinafter referred to as the “Supplier”)

(Name of Company)

Pursuant to Missouri’s Low Income Home Energy Assistance Program (LIHEAP) under Title XXVI of the Omnibus Budget Reconciliation Act of 1981 (PL 97-35) as amended by the Title VI of the Human Services Reauthorization Acts of 1984 (PL 98-558), of 1986 (PL 99-425), of 1990 (PL 101-501), 1994 (PL 103-252) and 1998 (PL 105-285) shall be as follows:

1. This agreement shall become effective upon signature by authorized representatives of the “Supplier” and the “Division” and shall apply to home energy fuels delivered or provided to eligible customers under LIHEAP in accordance with the following program periods:
 - a. Natural Gas and Electricity—home heating energy consumed beginning on or after October 1, 2006 and ending no later than the end of the first billing cycle for an eligible customer after March 31, 2007;
 - b. Fuel Oil and Tank Propane—home heating energy delivered to an eligible customer beginning on or after July 1, 2006 and ending no later than March 31, 2007.
2. The “Division”, in carrying out its responsibility to administer the Energy Assistance Program under LIHEAP, shall provide the “Supplier” with a weekly listing of eligible customers who have designated the company as their primary home heating fuel supplier. These listings shall include at least the following data elements:
 - a. Complete name of eligible customer (head of household)
 - b. Complete address of eligible customer (head of household)
 - c. Customer Account Number provided on the “Suppliers” billing information
 - d. Amount of payment to be made by the “Division” on behalf of each eligible customer whose name appears on the listing.
 - e. social security number of the customer supplied by the “Division”.
3. The “Supplier” shall require any of its district, regional or local companies who provide services to eligible customers in Missouri, to comply with all provisions of this agreement. The “Supplier” must provide in writing at the time this agreement is executed, the complete name and address of any sub-suppliers who will be involved under the terms of this agreement.
4. The “Division” agrees to secure from each eligible customer and from its agents or contractors, written authorization for the release of information concerning the eligible customer’s account with the “Supplier”.

5. As conditions for receiving payment for its eligible customers under Missouri's Low Income Home Energy Assistance Program, the "Supplier"
 - A. should not discriminate with regard to the terms or conditions of the sale, availability of credit, delivery or price of home energy fuels offered to eligible customers in relation to its other residential customers;
 - B. shall return eligible customer listings to the "Division" within **fifteen (15) calendar days** after they are received, indicating whether or not the LIHEAP payment to be made on behalf of the eligible customer, will be accepted by the "Supplier". If the supplier notifies the "Division" that they will not accept payment on behalf of a particular eligible customer for reasons other than those stipulated in this agreement, payment will automatically be made to the eligible customer. If the "Supplier" **fails to return** an eligible customer listing within the fifteen (15) day timeframe, **direct payments** will be made to **all customers** who appeared on the said listing;
 - C. shall accept the LIHEAP payment to be made on behalf of an eligible customer; and not use any portion of the LIHEAP payment made on behalf of the eligible customer for reimbursement of fees charged by collection agencies;
 - D. shall credit, through normal billing process, the full amount of the LIHEAP payment received to an eligible customer's account. The "Supplier" may apply any portion of the received LIHEAP payment to an eligible customer's previous account balance, provided the requirements of this contract are observed by the "Supplier" after the LIHEAP payment is applied to the eligible customer's previous account balance;
 - E. should make an effort to offer eligible customers, on whose behalf the "Division" has made payment, a deferred payment plan for any balance due on their account that exceeds the amount made by the "Division"; consider continued provision of home energy fuel to the eligible customer who maintains their deferred payment plan that was negotiated for the duration of this contract;
 - F. shall provide home energy fuels in the amount at least equivalent to the amount of payment made by the "Division" on behalf of the eligible customer; restore and/or continue service during the service period covered by the payment for at least 30 days from the date of pledge made on behalf of the eligible customer for whom the "Supplier" has agreed to accept the "Division" payment;
 - G. should consider to waive deposits, name change or late payment fees for an eligible customer whom the "Supplier" agrees to accept a LIHEAP payment for;
 - H. shall not transfer any portion of the LIHEAP payment made on behalf of an eligible customer to any other customer's account;
 - I. should notify each eligible customer in writing, of the amount of any credit balance remaining on their account as a result of the LIHEAP payment, no later than the end of the first billing cycle for the eligible customer after March 31, 2007, or no later than the next regular billing cycle for the customer on whose behalf the LIHEAP payment is received after March 31, 2007;
 - J. shall refund any credit balance remaining on an eligible customer's account, who voluntarily terminate service with the "Supplier" or leave the "Supplier's" designated service area, no later than 60 days after their final billing statement. In the event that the designated customer dies during the program coverage period, the credit balance on their account is not used by a surviving spouse at the same address, it will be refunded to the "Division". Any credit balances that cannot be utilized under the terms of this contract will be refunded to the "Division" no later than September 30, 2007;

- K. shall not accept the LIHEAP payment on behalf of the customers with the following account status:
- a. Inactive Account (Natural Gas and Electric)-an account on which service was terminated prior to October 1, 2006 or later and the “Supplier” does not agree to restore or continue service to this customer under the provisions of this agreement;
 - b. Inactive Account (Fuel Oils and Tank Propane)-an account on which no purchases of home heating fuel were made in the six (6) month period immediately preceding October 1, 2006;
 - c. Non-Heat Account (EA program only)-an account which the “Supplier” can identify via actual usage patterns or other means, as not being utilized as the primary source of home heating;
 - d. Commercial Account—an account identified by the “Supplier” via rate structures or other means, as generally being utilized by a commercial business;
 - e. Not our Customer—an account which the “Supplier” is unable to identify via existing records as being a customer of the company;
- L. must utilize the below identifying information concerning eligible customers served when corresponding with the “Division”:
- a. complete name of eligible customer (head of household)
 - b. complete address of eligible customer
 - c. customer account number of eligible household
 - d. social security number of the customer supplied by the “Division”.
6. The “Division” agrees, provided the “Supplier” returns eligible customer listings within the time frames set forth in this agreement, to provide payment to the “Supplier” within fifteen (15) calendar days for those customers whom the “Supplier” has agreed to accept payment.
7. If funds for payment of home energy costs of eligible customers are not sufficient to permit the “Division” to reimburse the “Supplier” in accordance with the payment maximums specified in Appendix A, the “Division” will prorate payments to the “Supplier” on the basis of the total obligations for energy costs of all eligible customers in Missouri and the amount of funding available to meet these obligations. This procedure would be utilized until all available funding for the payment of energy costs of eligible customers has been expended.
8. The “Division” is required to perform a review of actual usage data of eligible customers served during the program year. The “Division” will provide a report to randomly selected “Suppliers” at the end of the regular heating season. The “Supplier” shall submit to the “Division” actual usage data for each eligible customer for each billing cycle or calendar month of the pertinent period set forth under the program period defined in this agreement. Actual usage data submitted shall include:
- a. The complete name and address of each eligible customer
 - b. The customer’s account number
 - c. The Social Security Number of each customer
 - d. The number of units of home heating fuel consumed during each billing cycle or calendar month of the appropriate program coverage period defined in this agreement

- e. The total actual costs for the number of units of home heating fuel consumed by each eligible customer during each billing cycle or calendar month of the program coverage period
 - f. The amount of any credit balance remaining on the account of an eligible customer at the end of the first billing cycle for an eligible customer after March 31, 2007
 - g. The amount of an eligible customer's outstanding account balance at the time the "Supplier" agreed to accept the LIHEAP payment if the "Supplier used the payment in accordance with this agreement.
9. The "Supplier" agrees to restrict utilization of any information related to eligible customers of LIHEAP and not use or disclose any information related to its eligible customers to any parties except the "Division", the "Division's agents or contractors, and comply with all applicable state and federal laws dealing with privacy and confidentiality, and if determined to be out of compliance, this agreement shall immediately be declared null and void.
10. The "Supplier" shall ensure that all persons in its employ authorized to have access to and/or use information obtained from the "Division", as described in this agreement, understand these conditions, and in the case of information obtained electronically or by using the web-based access, attest to such understanding in writing by signing a DSS/FSD security access and confidentiality agreement form. Availability of this information must be strictly limited to employees with a "need to know" and must not, under any circumstances, be shared with anyone else. If determined to be out of compliance, access will be denied and this agreement shall be declared null and void.
11. The "Division" agrees that any information provided by the "Supplier" on the account of an eligible customer shall be used solely for the purpose of administering LIHEAP and for no other purposes, and shall obtain this same agreement from any of its agents and contractors.
12. The "Supplier" agrees to maintain and upon request of the "Division", permit authorized representatives of the Department of Social Services, the "Division" and such other Federal or State agencies as may require such information, to have access to such records as may be necessary to confirm the "Suppliers" compliance with the provisions of this agreement. The "Supplier" agrees to retain all books, records, and other documents relevant to this agreement for a minimum of three (3) years or until litigation, claim, negotiation, audit, or other action involving the records that was initiated prior to the expiration of this three (3) year period has been completed.
13. Either party may terminate its duties under this agreement upon provision of thirty (30) days written notice to the other, except that the duties of Sections 2J, 7 through 9 and 11 shall survive.

This agreement and any attachments thereto set forth all promises, agreements, and understandings between the "Division" and the "Supplier". No alterations, modifications, or amendments of this agreement shall be binding upon either party unless it has been reduced to writing and properly executed by authorized representatives of both parties to the agreement. In witness thereof, the "Division", and the "Supplier" hereby execute this agreement.

Authorized Representative of "Supplier"

Director, Family Support Division

Date

Date

PLEASE COMPLETE THE INFORMATION BELOW AND RETURN WITH THE SIGNED AGREEMENT. THE DIVISION WILL COMPLETE THE LAST LINE AND RETURN WITH THE "SUPPLIERS" COPY OF THE SIGNED AGREEMENT.

Please attach a complete listing of all your branch offices, including their names, address, telephone and fax numbers and current e-mail addresses.

COMPANY NAME: _____

COMPANY MAILING ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

COUNTY _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

E-MAIL ADDRESS _____

TYPES OF FUEL PROVIDED _____

For State Office Use Only:

Supplier Number Assigned: _____

Appendix A

HOUSEHOLD SIZE	MONTHLY INCOME AMOUNTS				
	A	B	C	D	E
1	0-204	205-409	410-614	615-819	820-1021
2	0-275	276-551	552-827	828-1103	1104-1375
3	0-346	347-693	694-1040	1041-1387	1388-1730
4	0-416	417-833	834-1250	1251-1667	1668-2084
5	0-487	488-975	976-1463	1464-1951	1952-2438
6	0-558	559-1117	1118-1676	1677-2235	2236-2792
7	0-629	630-1259	1260-1889	1890-2519	2520-3146
8	0-700	701-1401	1402-2102	2103-2803	2804-3500
9	0-771	772-1543	1544-2315	2316-3087	3088-3855
10	0-841	842-1683	1684-2525	2526-3367	3368-4209
11	0-912	913-1825	1826-2738	2739-3651	3652-4563
12	0-983	984-1967	1968-2951	2952-3935	3936-4917
13	0-1054	1055-2109	2110-3164	3165-4219	4220-5271
14	0-1125	1126-2251	2252-3377	3378-4503	4504-5625
15	0-1196	1197-2393	2394-3590	3591-4787	4788-5980
16	0-1266	1267-2533	2534-3800	3801-5067	5068-6334
17	0-1337	1338-2675	2676-4013	4014-5351	5352-6688
18	0-1408	1409-2817	2818-4226	4227-5635	5636-7042
19	0-1479	1480-2959	2960-4439	4440-5919	5920-7396
20	0-1550	1551-3101	3102-4652	4653-6203	6204-7750
FUEL TYPE	A	B	C	D	E
1. NATURAL GAS	\$283	\$249	\$227	\$196	\$174
2. TANK PROPANE	\$301	\$268	\$235	\$202	\$169
3. ELECTRIC	\$277	\$246	\$219	\$184	\$153
4. FUEL OIL	\$292	\$256	\$225	\$193	\$162
5. WOOD	\$184	\$164	\$143	\$123	\$103
6. KEROSENE	\$116	\$104	\$91	\$78	\$65
7. CYL. PROPANE	\$138	\$123	\$107	\$91	\$76

Appendix B

DEFINITIONS:

Credit Balance—any surplus of funds remaining on the account of an eligible customer at the conclusion of the appropriate program period defined in the agreement which was created as the result of the LIHEAP payments to the “Supplier”.

Eligible Customer—a household that has made application for assistance under LIHEAP, that has been determined by the “Division” (or the “Division’s” agent or contractors), to be eligible for benefits, and has been accepted by the “Supplier” as an active account.

Home Heating Fuels—for purpose of the Energy Assistance Program, includes fuel oil, tank propane, natural gas, or electricity utilized as the source of heating for a residential dwelling occupied by an eligible customer. Cylinder propane qualifies as a primary home heating fuel but payment is always made directly to the customer in these situations. If a cylinder propane use is incorrectly entered as a tank propane user by the “Division”, the “Supplier” should not accept payment on behalf of this customer. This customer should be coded as a non-heat account on the Client Eligibility Statement.

Payment—a “line of credit” payment to the “Supplier” equal to the maximum subsidy per eligible customer as set forth in Appendix A of this agreement.